

## **INSIDE (BASIC) AGREEMENT**

**July 1, 2013 Through May 31, 2016**

**By and Between**

**IBEW LOCAL UNION NO. 96**

**and**

**CENTRAL MASS. CHAPTER NECA INCORPORATED**

This Inside Basic Agreement is by and between the Worcester Division, Central Mass. Chapter, NECA Incorporated and IBEW Local Union No. 96.

It shall apply to All Firms who sign a Letter of Assent to be bound by terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Worcester Division, Central Mass. Chapter, NECA Incorporated and the term "Union" shall mean Local Union No. 96, IBEW.

The Term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

### **BASIC PRINCIPLES**

The Employers and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employers, the Union, and the Public. Progress in the industry demands a mutuality of confidence between the Employers and the Union. All will benefit by a continuous peace and adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:

### **SCOPE OF WORK**

This agreement shall cover, but not be limited to, all electrical related work covered by Massachusetts General Laws and Regulations inclusive of the installation, repair, testing, inspection, and maintenance of wires, conduits, apparatus, devices, fixtures, or other appliances designed and constructed for the permanent, or temporary, utilization, conductance, storage, distribution, or control of electricity and/or light energy as covered by the Massachusetts Electrical Code. The geographic jurisdiction shall be inclusive of all public and private property and waterways, both above and below ground, located within the boundaries of Section 4.08 of this agreement.

In addition, the following work shall be performed under the terms of this agreement:

- (a) **Wiring and Apparatus** – The installation, maintenance, relocation, repair and removal of all permanent, and temporary, power wiring and apparatus including, but not limited to, switchboards, cabinets, junction boxes, man-holes, hand-holes, disconnects, transformers, raceways, cable trays (electrical, communications, control and/or alarm), supporting apparatus, pumps, fans, motors, generators, power cells, light fixtures, power receptacles, heaters, heat trace, welders, fire-warning, life-safety, and all electric powered hoists, cranes, and material handling equipment shall be covered by this agreement.
- (b) **Power Equipment** – The operation of any and all power equipment necessary to install electrical wiring and apparatus shall be performed by qualified workmen under the terms of this agreement. Installation, erection, maintenance and repair work, including the moving, lifting and placing of electrical motors, generators, material, equipment and equipment on the job site, or in the shop, shall be performed by workmen covered under the terms of this agreement. This shall be understood that any and all power equipment necessary to move, handle, and install said electrical equipment shall be operated by workmen who are covered under the terms of this agreement.
- (c) **Welding** – All welding associated with the work covered by the scope of this agreement shall be performed by qualified workmen covered under the terms of this agreement.
- (d) **Traffic Signals, Street Lighting & Power, and Intelligent Transportation Systems Located in Public Ways** All electrical work associated with the installation, maintenance, renovation, repair or removal of traffic signaling, street lighting, power systems, and intelligent transportation systems located above and below grade, on bridges, in tunnels, or within general public ways or easements shall be performed by workmen under the terms of this agreement.

Traffic Signaling work shall be understood as electrical work that is associated with the safe control of vehicular and pedestrian traffic along public streets and walkways, and work which may fall under or outside of the Massachusetts Laws and Regulations directed at state licensed electricians.

Street Lighting and Power shall be understood as electrical work that is associated with the lighting and powering of public streets, walkways, tunnels, bridges, shelters, and facilities which may fall under or outside of the Massachusetts Laws and Regulations governing licensed electrical work.

Intelligent Transportation System work shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, including, but not limited to, the installation, maintenance, modification, repair, or removal of all fiber optic video systems, fiber optic data systems, direct interconnect communications systems, microwave data video systems, microwave detection systems, infrared and sonic detection systems, solar powered systems, highway advisory radio systems, highway weight and motion systems, loop sensors, and any newly developed monitoring and communication systems.

- (e) **Fire Alarm, Life Safety, Property Protection, and Access Control Systems** – This agreement shall cover the installation, programming, maintenance, testing and repair of systems designed to protect people and property, and/or control and monitor access, when those systems are electrically powered and utilize electrical energy, radio signals, digital signals or light signals to interconnect system components to provide system status, notification of adverse conditions, or allow property access.
- (f) **Renewable / Alternative Energy Systems** – This agreement shall cover all work and labor associated with the installation, operation, inspection, maintenance, repair and service of renewable and/or alternative energy-source systems including, but not limited to: solar systems, photovoltaic systems, geothermal systems, wind-generation systems, hydro-generation systems, and any other primary source electrical power generation.
- (g) **Energy Management and Climate Control Systems** - This agreement shall cover the installation, programming, maintenance, and repair of electrically powered systems which utilize electrical energy, radio signals, digital signals or light signals to monitor, adjust, control, and communicate the efficient use of energy.
- (h) **Scope Related Labor** - All labor associated with the scope of work defined above including but not limited to cutting; threading; drilling; coring; demolition; conduit bending and snaking; welding; fire-stopping; cable-splicing; testing; inspecting; trouble-shooting; instrument and equipment calibration; duct bank construction; base setting; pole setting; manhole and hand hole setting; stabilizing ballast handling and installation, as well as staging and material handling, shall be performed under the terms of this agreement.

## **ARTICLE I - MODIFIED CIR EFFECTIVE DATE**

**SECTION 1.01.** This Agreement shall take effect **July 1, 2013**, and shall remain in effect until **May 31, 2016** unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1<sup>st</sup> through May 31<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

**SECTION 3.04(a)** The hourly rate of wages shall be:

**RESPECTIVE EFFECTIVE DATES**

<b>HOURLY WAGE RATES FOR:</b>	<b><u>7/1/2013</u></b>	<b><u>12/1/2013</u></b>	<b><u>6/1/2014</u></b>	<b><u>12/1/2014</u></b>	<b><u>6/1/2015</u></b>	<b><u>12/1/2015</u></b>
Journeyman	\$ 37.62	\$ 37.87	\$ 38.12	\$ 38.37	\$ 38.87	\$ 39.37
Crew Leader	\$ 39.50	\$ 39.76	\$ 40.03	\$ 40.29	\$ 40.81	\$ 41.34
Foreman	\$ 41.38	\$ 41.66	\$ 41.93	\$ 42.21	\$ 42.76	\$ 43.31
General Foreman	\$ 45.52	\$ 45.83	\$ 46.12	\$ 46.43	\$ 47.04	\$ 47.64
Project Foreman	\$ 47.59	\$ 47.91	\$ 48.22	\$ 48.54	\$ 49.17	\$ 49.81

**APPRENTICES** – Apprentices shall receive, based upon their hours of employment, the applicable percentage rate of the journeyman's hourly rate in accordance with the following schedule:

**HOURS OF EMPLOYMENT**

0 to 999 HRS  
1,000 to 1,999 HRS  
2,000 to 3,499 HRS  
3,500 to 4,999 HRS  
5,000 to 6,499 HRS  
6,500 to 8,000 HRS

**HOURLY RATE OF WAGES BASED UPON**

40 % of journeyman's hourly wage rate  
43 % of journeyman's hourly wage rate  
48 % of journeyman's hourly wage rate  
55 % of journeyman's hourly wage rate  
65 % of journeyman's hourly wage rate  
80 % of journeyman's hourly wage rate

**SECTION 4.08. NORMAL CONSTRUCTION LABOR MARKET** is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured: **MIDDLESEX COUNTY townships:** Ashby, Ashland, Ayer, Devens, Groton, Hopkinton, Hudson, Marlborough, Pepperell, Shirley, Stow and Townsend; **WORCESTER COUNTY townships (excluding Warren):** Ashburnham, Athol, Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Fitchburg, Gardner, Grafton,

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Hardwick, Harvard, Holden, Hopedale, Hubbardston, Lancaster, Leicester, Leominster, Lunenburg, Mendon, Milford, Millbury, Millville, New Braintree, Northborough, Northbridge, North Brookfield, Oakham, Oxford, Paxton, Petersham, Phillipston, Princeton, Royalston, Rutland, Shrewsbury, Southborough, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Templeton, Upton, Uxbridge, Webster, Westborough, West Boylston, West Brookfield, Westminster, Winchendon, and Worcester.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

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## ARTICLE V TRAINING

**SECTION 5.12.** Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

Number of Journeymen	<u>RATIO</u>	Maximum Number of Apprentices/Unindentured
1 to 3		2
4 to 6		4
7 to 9		6
10 to 12		8
13 to 15		10
etc.		etc.

## ARTICLE VI FRINGE BENEFITS – CONTRIBUTIONS

**SECTION 6.01. N.E.B.F.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF.

**SECTION 6.02. Health & Welfare Fund, IBEW Local 96** The Employer agrees to contribute to the Health & Welfare Fund, IBEW Local 96 for all workers covered by this Agreement the following contribution amount for each hour worked:

Respective Effective Dates			
7/1/2013	6/1/2014	12/1/2014	12/1/2015
\$ 7.66	\$ 7.91	\$ 8.16	\$ 8.41

This Fund is to be administered by a Board of Trustees appointed by the parties to this Agreement under a legally approved Trust Agreement.

**SECTION 6.03. PENSION FUND LOCAL 96-IBEW** The Employer agrees to contribute to the Pension Fund Local 96-IBEW for all workers covered by this Agreement the following contribution amount for each hour worked:

RESPECTIVE EFFECTIVE DATES				
7/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015
\$ 7.10	\$ 7.38	\$ 7.53	\$ 7.75	\$ 8.17

**Apprentices' – Pension hourly contribution** amounts shall commence upon completion of 1,999 hours of employment and completion of the first year of the apprenticeship program.

**SECTION 6.04. ANNUITY FUND IBEW LOCAL 96** The Employer agrees to contribute to the Annuity Fund IBEW Local 96 an amount equal to eleven-percent (11% to the nearest penny) of the effective journeyman hourly rate of pay for each hour worked for all workers covered by this Agreement, excluding apprentices.

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**HOURS OF EMPLOYMENT**

0,000 to 0,999 hrs  
1,000 to 1,999 hrs  
2,000 to 3,499 hrs  
3,500 to 4,999 hrs  
5,000 to 6,499 hrs  
6,500 to 8,000 hrs

**ANNUITY HOURLY CONTRIBUTION BASED UPON**

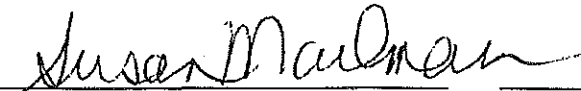
Contribution rate not applicable  
Contribution rate not applicable  
48% of prevailing Annuity Contribution  
55% of prevailing Annuity Contribution  
65% of prevailing Annuity Contribution  
80% of prevailing Annuity Contribution

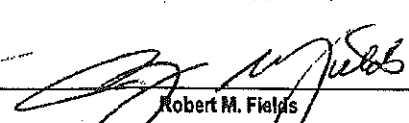
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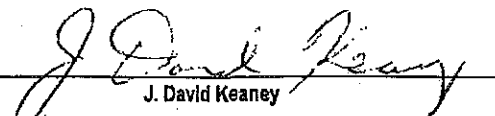
IN WITNESS WHEREOF, The parties have executed this Inside (Basic) Agreement by and between the Worcester Division, Central Mass. Chapter N.E.C.A. Incorporated and IBEW Local Union 96 this first day of July, 2013.

SIGNED FOR THE WORCESTER DIVISION  
CENTRAL MASS. CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS ASSN. INC.


SIGNED FOR LOCAL UNION NO. 96  
OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

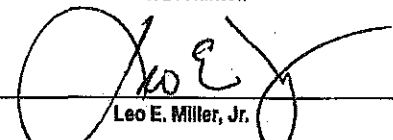
  
Susan Mailman

  
Robert M. Fields

  
J. David Kearney

  
Scott B. Hunton

  
Jonathan Ostrow

  
Leo E. Miller, Jr.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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